

January 19, 2016

Comal County Commissioners Court  
150 N. Seguin Avenue  
New Braunfels, Texas 78130

Dear Comal County Commissioners Court:

The following is a Letter of Agreement (the "Agreement") between Westat, 1600 Research Blvd, Rockville, MD 20850, a Delaware corporation (hereafter "Lessee") and Comal County, Texas, a political subdivision of the State of Texas (hereafter "Lessor") to lease pad space located at 340 N. Seguin Avenue, New Braunfels, Texas 78130 (hereafter "Premises"). The Agreement is as follows:

1. The Agreement will be for a period of three (3) months to begin on February 1, 2016 and terminate on April 30, 2016.
2. The lease amount for the Premises is \$2,000.00 USD /month for a total of \$6,000.00 USD. The entire lease amount will be paid at signing.
3. The area will accommodate the MEC and approximately 20 parking spots. The MEC consists of four trailers each approximately 53 feet long and 8 ½ feet wide which, when connected together with passageways, occupies a space 60 x 70 feet. They will be connected to electricity at a power source (transformer) located at the site. Sewage will be drained into a nearby sanitary sewer and water will be tapped from a nearby spigot. All electrical, plumbing and water hook-ups and teardowns will be at the Lessee's expense. The work will be conducted by locally licensed electricians and plumbers who will obtain all the appropriate permits prior to our setup. At the conclusion of the examination period, the Lessee will return the site to its original state.
4. The utilities will be paid by the Lessee.
5. Lessee and their clients shall have access to the area 24 hours per day and 7 days per week, subject to Lessor's reasonable security requirements, and any lack of access caused by damage or destruction or any acts of the government or third parties.
6. **Indemnification and Liability**
  - a. Westat shall indemnify, defend and hold harmless Lessor from and against any claims, damages, costs expenses, including an amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such claims, damages, expenses, or liabilities arise from the negligence or willful acts or omissions of Westat, its officers, and employees.
  - b. Comal County shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibility shall be subject to the terms, provisions, and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

## 7. Insurance

- a. Coverage - Westat, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:
    - i. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with minimum limits as follows:

1. Each Occurrence	\$1,000,000
2. Products/Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. General Aggregate*	\$2,000,000

      - a. \*Applicable to commercial form only
    - ii. Business Automobile Liability Insurance for owned, non-owned, or hired automobiles with a combined single limit no less than One Million Dollars (\$1,000,000) per occurrence.
    - iii. Worker's compensation and employer's liability insurance in a form and amount covering Westat's full liability.
    - iv. Such other Insurance in such amount which from time to time may be reasonably required by the mutual consent of Comal County and Westat against other insurable risks relating to performance.
  - b. Additional Insured - The insurance and the coverage referred to under 7.a of this Section shall be endorsed to include Comal County, Texas, as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Westat, its officers, and employees; or any person or persons under Westat's direct supervision and control.
  - c. Certificate of Insurance - Licensee, shall furnish Comal County, Texas, with the Certificate of Insurance evidencing compliance with the requirements of this Section.
8. Westat will comply with all local, State and Federal Laws. This contract shall be interpreted under the laws of the State of Texas. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
  9. This Agreement shall constitute the entire Agreement between the parties. Any prior understanding or representation preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.
  10. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by an authorized representative of each party.
  11. Any notice which either party may or is required to give shall be given by mailing the same, postage prepaid, to the respective signatory below at the respective address for the party provided above.

12. Westat, in the performance of its duties hereunder, shall be an independent contractor only, and not an agent, employee, partner or joint venturer of or with Comal County, and nothing herein shall be deemed to create or imply any relationship other than that of independent contractor.

13. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to Comal County and/or its elected officials, officers, employees and agents under Federal or Texas law.

If the foregoing terms are acceptable, please sign below, return one (1) executed copy to me and keep one for your files.

We look forward to working with you on this important research effort being conducted for the National Center for Health Statistics, U.S. Public Health Service.

"Lessor"

Comal County, Texas

By: \_\_\_\_\_  
Sherman Krause  
County Judge

Date: \_\_\_\_\_

Enclosures:

"Lessee"

Westat, Inc.

By: \_\_\_\_\_  
Jack Powers  
Director , Advance Arrangements  
National Health and Nutrition  
Examination Survey (NHANES)

Date: \_\_\_\_\_